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DEFENDANT'S EXHIBIT 3 Justin Holden
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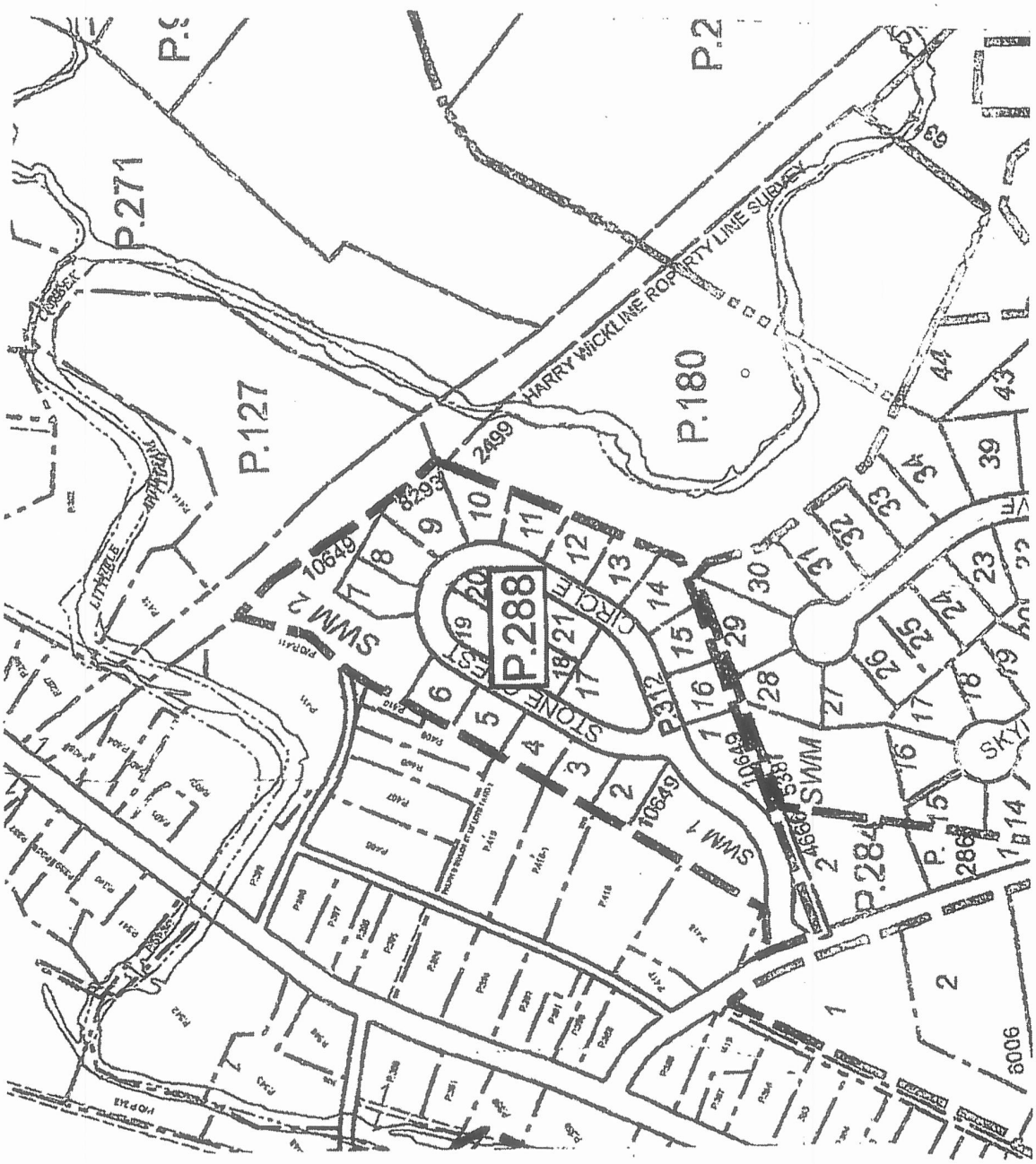

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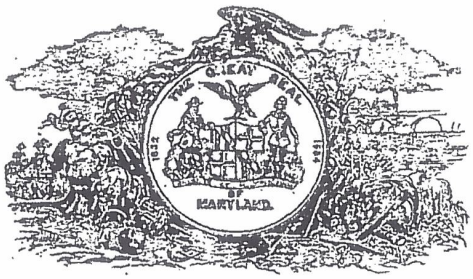


WASHINGTON COUNTY, MARYLAND.

Compiled, Drawn and Published from Actual Surveys

BY

LAKE, GRIFFING & STEVENSON.

General Office: 27 SOUTH SIXTH STREET, PHILADELPHIA, PA.

1877.

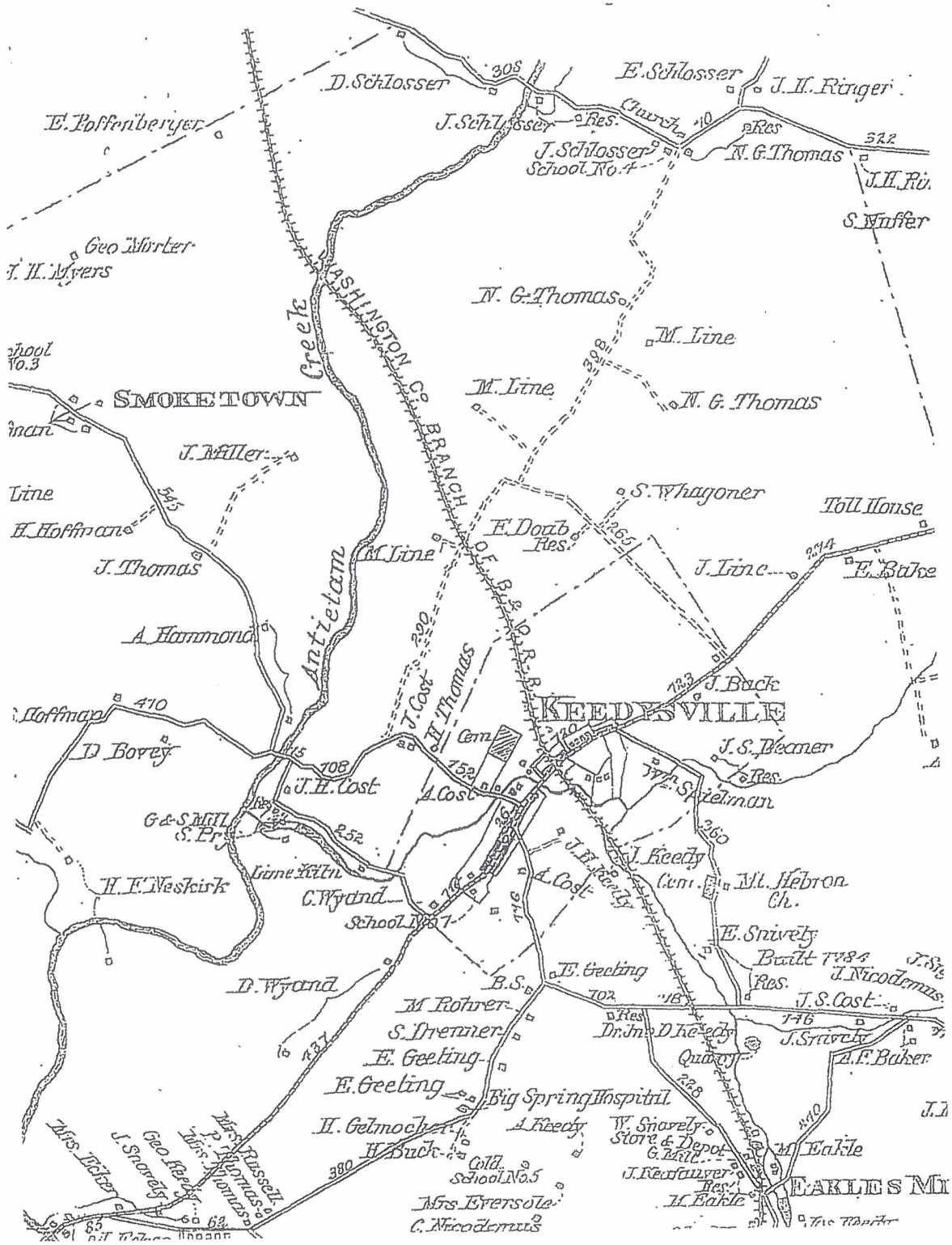
DEFENDANT'S EXHIBIT 4 Justin Holder
PENGAD 800-631-6989

2

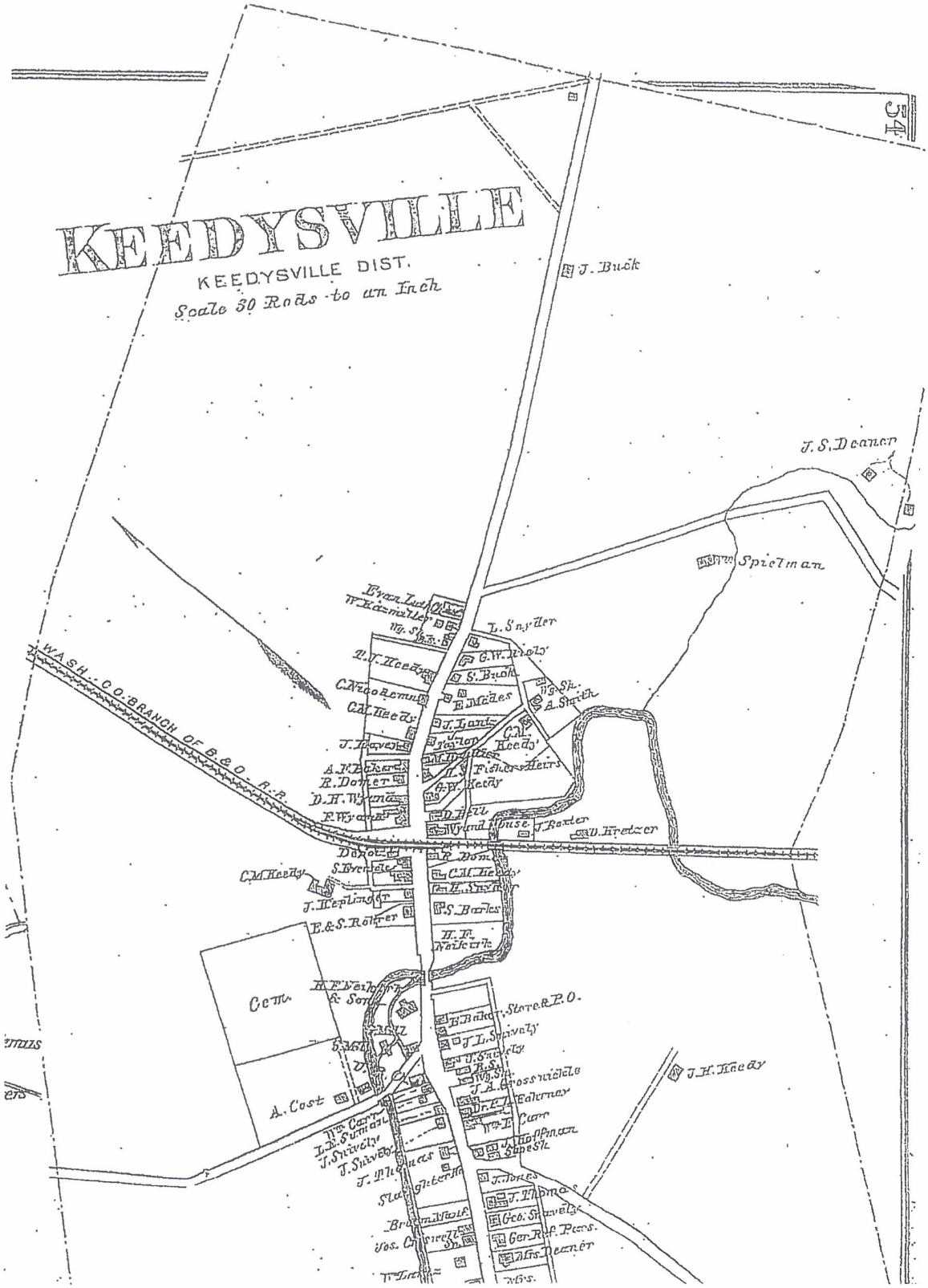
KEEDYSVILLE

DIST. Nº 19

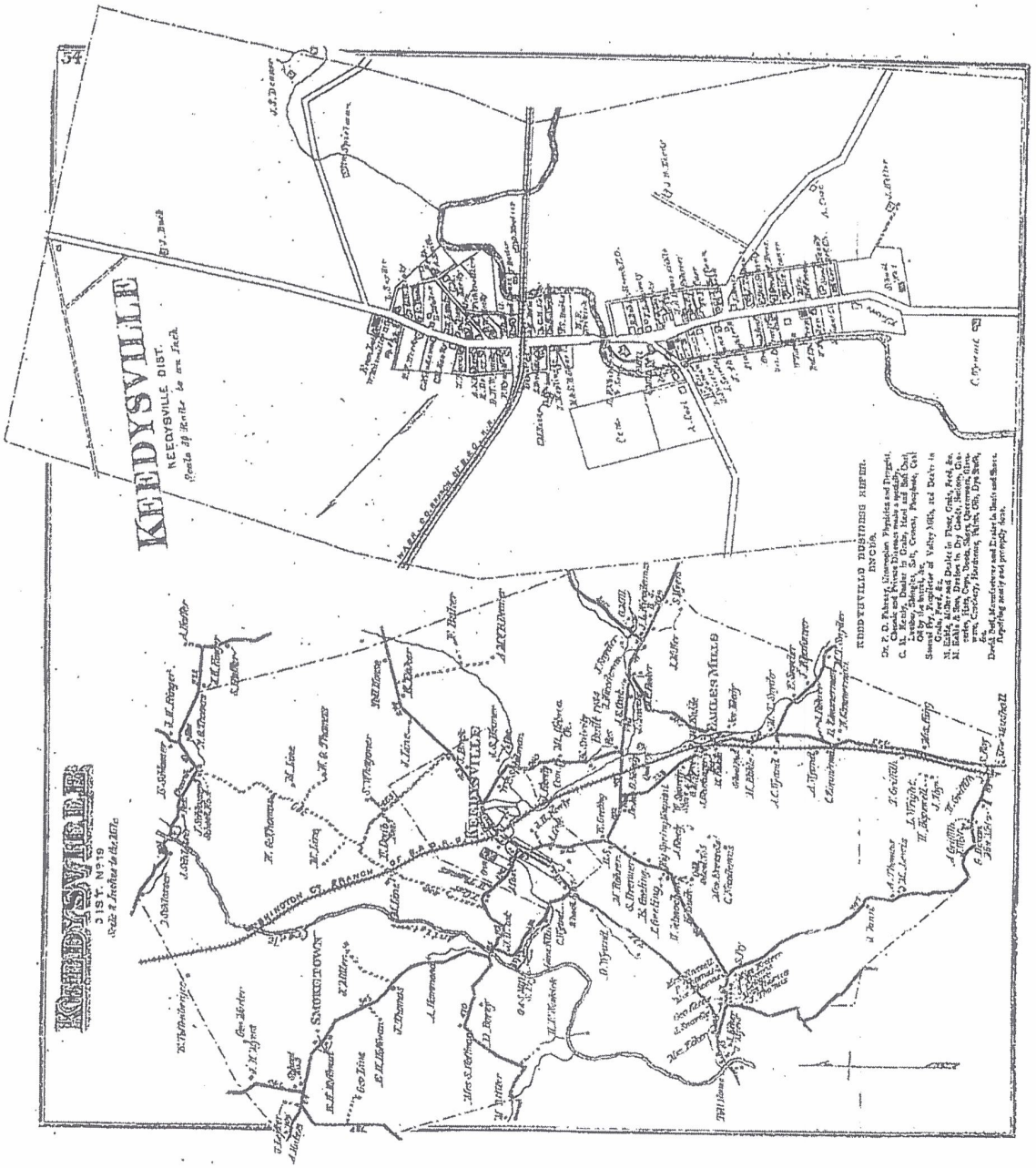
Scale 2 Inches to the Mile



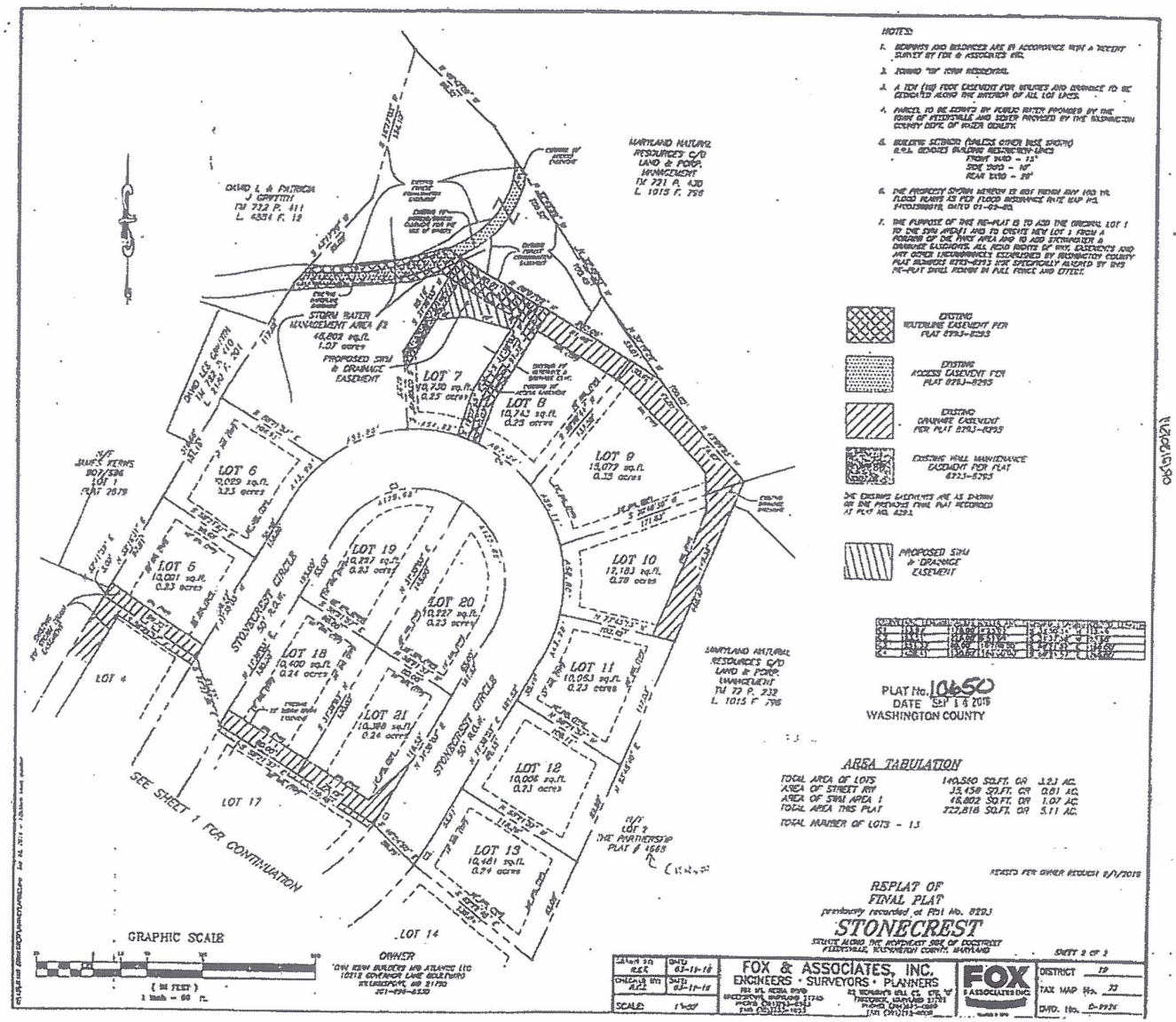
3


KEEDYSVILLE
KEEDYSVILLE DIST.
Scale 30 Rods to an Inch
J. Buck
J. S. Deaner
Spielman
L. Snyder
G. W. Keedy
S. Bush
E. Meades
A. Smith
J. Lantz
C. M. Keedy
J. Hoover
A. Hockersmith
R. Domer
D. H. Wyand
F. Wyand
Wyand House
J. Rader
D. Kretzer
C. M. Keedy
S. Wyand
J. Hoplinger
E. & S. Rohrer
F. S. Bowles
H. H. Hockersmith
Cem.
M. F. Nash & Son
Store & P.O.
J. L. Snively
A. Cost
J. H. Keedy
Hoffman
Falkenay
Thomas
Geo. Snively
Gen. Ref. Pres.
Mrs. Deemer
WASH. CO. BRANCH OF B. & O. R.R.

4


KEEDYSVILLE
DIST. No 19
KEEDYSVILLE DIST.
SMOKETOWN
KEEDYSVILLE
EAGLES MILLS
REDDITSVILLE BUSINESS DIRECTORY.

5


NOTES:
1. BEARINGS AND BOUNDARIES ARE IN ACCORDANCE WITH A RECENT SURVEY BY FOX & ASSOCIATES, INC.
2. ZONED "RS" TOWN RESIDENTIAL.
3. A 10' (TEN FOOT) EASEMENT FOR UTILITIES AND DRAINAGE TO BE ESTABLISHED ALONG THE INTERIOR OF ALL LOT LINES.
4. PARCEL TO BE SERVED BY PUBLIC WATER PROVIDED BY THE TOWN OF KEEDYSVILLE AND SEWER PROVIDED BY THE WASHINGTON COUNTY DEPT. OF WATER QUALITY.
5. BUILDING SETBACKS (UNLESS OTHER WISE SHOWN) R-S ZONING BUILDING RESTRICTION LINES
FRONT YARD = 15'
SIDE YARD = 10'
REAR YARD = 20'
6. THE PROPERTY SHOWN HEREON IS NOT WITHIN ANY 100 YR. FLOOD PLAINS AS PER FLOOD INSURANCE RATE MAP #'S, 240084-0010, DATED 01-03-90.
7. THE PURPOSE OF THIS RE-PLAT IS TO ADD THE ORIGINAL LOT 1 TO ONE OTHER PARCEL AND TO CREATE NEW LOT 1 FROM A PORTION OF THE PARK AREA AND TO ADD EXTINGUISH A DRAINAGE EASEMENT. ALL ROAD RIGHTS OF WAY, EASEMENTS AND ANY OTHER ENCUMBRANCES ESTABLISHED BY WASHINGTON COUNTY PLAT NUMBERS 8293-8293 NOT SPECIFICALLY ALTERED BY THIS RE-PLAT SHALL REMAIN IN FULL FORCE AND EFFECT.
EXISTING WATERLINE EASEMENT PER PLAT 8293-8295
EXISTING ACCESS EASEMENT PER PLAT 8293-8295
EXISTING DRAINAGE EASEMENT PER PLAT 8293-8293
EXISTING WALL MAINTENANCE EASEMENT PER PLAT 8293-8293
THE EXISTING EASEMENTS ARE AS SHOWN ON THE PREVIOUS FINAL PLAT RECORDED AT PLAT NO. 8293.
PROPOSED STORM & DRAINAGE EASEMENT
PLAT No. 10650
DATE SEPT 1 6 2015
WASHINGTON COUNTY
AREA TABULATION
TOTAL AREA OF LOTS 140,580 SQ.FT. OR 3.23 AC.
AREA OF STREET R/W 33,458 SQ.FT. OR 0.81 AC.
AREA OF SWM AREA 1 46,802 SQ.FT. OR 1.07 AC.
TOTAL AREA THIS PLAT 222,818 SQ.FT. OR 5.11 AC.
TOTAL NUMBER OF LOTS = 13
REVISED PER OWNER REQUEST 8/1/2015
REPLAT OF FINAL PLAT
previously recorded at Plat No. 8293
STONECREST
SITUATE ALONG THE NORTHEAST SIDE OF CRESTRIDGE KEEDYSVILLE, WASHINGTON COUNTY, MARYLAND
SHEET 2 OF 2
LOT 1 thru LOT 13
DATED 02-17-16
OPEN SPACE LOT A, B & C
DATED 02-17-16
SCALE: 1"=50'
FOX & ASSOCIATES, INC.
ENGINEERS · SURVEYORS · PLANNERS
DISTRICT 19
TAX MAP No. 33
DWG. No. 0-9924
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
OWNER
"ONE EIGHT BUILDER AND ARANOE LLC
10212 GOVERNOR LANE BOULEVARD
WILLIAMSPORT, MD 21795
301-582-8330
SEE SHEET 1 FOR CONTINUATION
LOT 4
LOT 14
LOT 17
STONECREST CIRCLE
LOT 1 THE PARTNERSHIP PLAT # 4668
MARYLAND NATURAL RESOURCES C/O LAND & PORP. MANAGEMENT TM 72 P. 232 L. 1015 F. 796
DAVID L. & PATRICIA J. GRIFFITH TM 212 P. 111 L. 4534 F. 12
STORM WATER MANAGEMENT AREA #2 46,802 sq.ft. 1.07 acres
PROPOSED STM & DRAINAGE EASEMENT
LOT 5 10,021 sq.ft. 0.23 acres
LOT 6 10,029 sq.ft. 0.23 acres
LOT 7 10,730 sq.ft. 0.25 acres
LOT 8 10,742 sq.ft. 0.25 acres
LOT 9 13,077 sq.ft. 0.30 acres
LOT 10 12,183 sq.ft. 0.28 acres
LOT 11 10,063 sq.ft. 0.23 acres
LOT 12 10,006 sq.ft. 0.23 acres
LOT 13 10,481 sq.ft. 0.24 acres
LOT 18 10,400 sq.ft. 0.24 acres
LOT 19 10,237 sq.ft. 0.23 acres
LOT 20 10,227 sq.ft. 0.23 acres
LOT 21 10,388 sq.ft. 0.24 acres

PURPOSE TO REPLAT LOT 1

PLAT 10650

1667

E 1667

DEFENDANT'S EXHIBIT 5 Justin Holder

PENGAD 800-631-6989

DEFENDANT'S EXHIBIT
20
Justin Holder

II

TITLE

Title to the property described in Section I hereof is, as of the date hereof, and subject to those matters set forth herein, vested in Harry F. Wickline and Lempi L. Wickline, his wife, by virtue of the aforementioned Deed.

III

MORTGAGES, JUDGMENTS, LIENS, ENCUMBRANCES, ETC.

A. There are no open mortgages, judgments, liens or encumbrances which were disclosed during the period of our abstract.

IV

COVENANTS, RESTRICTIONS, RIGHTS OF WAY AND OTHER MATTERS

A. Your attention is directed to the fact that the 10.457 acre parcel described in Section I, herein, does not front on a public road or street but utilizes a farm lane as a means of access, ingress and egress to the Mt. Briar Road.

The land records for Washington County, Maryland, do not disclose the identity of those persons who may have an interest or the right to use such farm lane, nor do such records disclose what right, title and interest Roy G. Reeder and Mae M. Reeder, his wife, may have had with respect to Parcel Nos. 2 and 3 in the deed recorded in Liber 434, folio 776, one of the land records for Washington County, Maryland.

B. Right of Way described and reserved in a Deed from Roy G. Reeder and Mae M. Reeder, his wife, to Harry F. Wickline and Lempi L. Wickline, his wife, dated January 7 1964 and recorded in Liber 434, folio 776, one of the land records for Washington County, Maryland.

C. Right of way to Potomac Edison Company from Roy G. Reeder and Mae M. Reeder, dated October 25, 1957, and recorded in Liber 330, folio 237, one of the land records for Washington County, Maryland.

D. Right of way to Potomac Edison Company from Roy G. Reeder and Mae M. Reeder, dated March 31, 1955 and recorded in Liber 262, folio 478, one of the land records for Washington County, Maryland.

E. Right of way to Potomac Edison Company from Roy G. Reeder and Mae M. Reeder, dated January 19, 1955 and recorded in Liber 262, folio 432, one of the land records for Washington County, Maryland.

PENGAD-Bayonne, N. J. DEFENDANT'S EXHIBIT 7 Justin Holder

16

F. Right of way to Potomac Edison Company from Sarah E. Shank, dated June 5, 1986, and recorded in Liber 802, folio 73, one of the land records for Washington County, Maryland.

V

TAXES

State and County real estate taxes for the fiscal year beginning July 1, 1987, are paid on 10.457 acres and improvements in the amount of $347.77 ($3.17 discount).

PLEASE NOTE - in the event the property described in Section I of this report is to be sold, such sale may be subject to the imposition of an Agricultural Transfer Tax.

VI

CONDITIONS AND LIMITING FACTORS

A. This report is based upon an abstract of all matters of record, as indexed by the Clerk of the Circuit Court and Register of Wills for Washington County, Maryland from March 2, 1916 to February 16, 1988 at 4:00 p.m.

B. The tax information contained in this report has been obtained from the appropriate collector of taxes. While this information is believed to be correct, its accuracy is not guaranteed.

C. Copies of all instruments referred to in this report are attached hereto and incorporated herein by reference.

WESTERN MARYLAND TITLE SERVICES, INC.

By_____
Arthur J. Campbell, Jr.

17

Stone Crest ~~Neighbors~~ owners's

the Record title owners of lots # 17 in Stone crest neighborhood area; Christopher Wetzel, Scott & Christine Morral, Susan Selby, David & Beth Ickes, John & Kristen Pickett, Matt and Rebecca Larson, Charles Blancato, ~~Jessica~~ Carmen Myers- C the "Stone crest Owners".

NO "Stone crest owner" recalls seeing any No tresspassing signs to the East of their property in Stone crest Cir, Upper Marlboro, MD 20774.

NO "Stone crest owner" have personal knowledge prior to 2016. ~~of~~ except Christine Morral who observed no tresspassing signs on the ~~West~~ Eastern side of her property - lot #9

DEFENDANT'S EXHIBIT
1
Uncle Eddie
PENGAD 800-631-6989

558

assigns, make, do, execute and acknowledge all and every such further deed or deeds, conveyance & conveyances, in the law, as she the said Elizabeth Pass her heirs or assigns may require. Witness our hands and seals.

Test: Samuel Houser — John Oster (Seal) — Margaret Oster (Seal)

State of Maryland, Washington County, to wit: I hereby certify that on this first day of April in the year one thousand eight hundred and sixty four, before me the subscriber, a Justice of the Peace in and for the County and State aforesaid, personally appeared John Oster and Margaret Oster his wife and did each acknowledge that the foregoing deed to be their respective act. Acknowledged before me, the subscriber. Samuel Houser J.P.

Recorded in Liber No. 30 Folio 555

Paid

Recorded

THIS Deed, made on this first day of April A.D. one thousand eight hundred and sixty four by Elizabeth Pass of Washington County and State of Maryland, Witnesseth that in consideration of three hundred and fifty dollars current money to her paid on this 1st day of April the said Elizabeth Pass doth grant unto Jacob Hose of the County and State aforesaid all that lot or parcel of land and premises hereinafter mentioned and described situated in the village of Ringgold in the County of Washington and State of Maryland being a part of a tract of land called "Fathers good will" beginning for the part to be hereby conveyed on the Public road leading through Ringgold to Waynesboro, Pa. and running with said road North four and one half deg. West two and nine tenth perches, thence North eight deg. East three tenths of a perch to a stone, thence leaving said road and running by lands of Samuel Rucker North eighty and one quarter deg. West fourteen and two tenth perches to a stone South ten and one half deg. West three perches to a stone South eighty and one quarter deg. East fifteen perches to the place of beginning, containing forty three square perches of land. And the said Elizabeth Pass doth covenant that she will warrant generally the property hereby conveyed. Witness our hands and seals.

Test: George Fulton Abraham Shank — Elizabeth her X Pass (Seal)

State of Maryland Washington County, to wit: I hereby make certify that on this 8th day of April A.D. one thousand eight hundred and sixty four, before me the subscriber, a Justice of the Peace, in and for Washington County personally appeared Elizabeth Pass and acknowledged the foregoing deed to be her voluntary act. Acknowledged before and certified by: George Fulton J.P.

Recorded in Liber No. 30 Folio 555

Paid

Recorded

THIS Deed, made this First day of April, in the year one thousand, eight hundred and sixty four, by Nicholas Stine and Nancy Stine his wife, of Washington County and State of Maryland, of the first part, Witnesseth, that in consideration of Seven thousand and Nine hundred Dollars, the said Nicholas Stine and Nancy Stine his wife, do grant unto Jacob H. Keedy of Washington County and State of Maryland of the second part in fee simple, all that tract or parcel of land, situate, lying and being in Washington County and State of Maryland, the same being part of a tract of land called the "Reserve on Mills Dales" and the "Vineyard" part of the "Reserve on Hellfoot Enlarged" and a tract of land called "Good Hope", Beginning

WASHINGTON COUNTY CIRCUIT COURT (Land Records) IN 17, p. 0538, MSA_CE18_12. Date available 03/13/2006. Printed 12/30/2022.

5 & 9

to include the several parcels into one entire tract at a stone planted at the South West corner thereof, it being a corner of Joseph Sectings Lands, and running thence North eighty seven and one half degrees East fourteen perches and nine tenths of a perch to a stone, South seventy three and one quarter degrees East, thirty one perches and five tenths of a perch to a marked white Oak tree, South eighty seven and one quarter degrees East nine perches and seven tenths of a perch to a stone; North twenty degrees West ten perches to a stone; North one and one half degrees East seventy seven and one half perches to a stone; North twenty two degrees West ten perches to a stone in the middle of the Creek; North fourteen and one quarter degrees East fifty eight perches and five tenths of a perch to a stone; North fifty degrees West seventy three perches to a stone planted on the West bank of the aforesaid Creek; thence South thirty three and one half degrees West three perches to a stone; South twenty two and one half degrees West seventeen perches to a stone planted near the West end of a stone abutment; thence South seventy nine degrees West seven perches and nine tenths of a perch to a stone; South twenty four degrees West twenty seven and one half perches to a marked hickory tree, South seventy one and three quarter degrees West thirty one perches and seven tenths of a perch to a stone in a lane; South nine degrees West, thirty two perches to a stone; South twenty two and one half degrees West five and one half perches into the public road leading from Keedysville to Georg Sectings stone; thence with said road the four following Courses to wit; South eight and one half degrees West, seventeen perches; South twenty three degrees East, twenty perches; South thirty five degrees East, ten perches; South ten and one half degrees East, twenty five and a half perches, thence leaving said road South fifty seven and one half degrees East fifty perches and five tenths of a perch to a stone; South fifty one and one half degrees West four perches to the place of beginning, containing One hundred acres of land, the said Nicholas Stine and Nancy Stine his wife, hereby excepting the right and privileges which were reserved and excepted by John J. Keedy and wife, in the deed from them to Josiah Snively bearing date the 2nd of June 1847 and recorded in Liber I. N. No 3, folios 380, 381 & 382, one of the Land records of Washington County aforesaid. And the said Nicholas Stine and Nancy Stine his wife covenant that they will warrant specially the property hereby conveyed. And the said Nicholas Stine and Nancy Stine his wife covenant that they will execute such further assurances as may be requisite. Witness our hands and seals: Nicholas his X Stine (Seal) Nancy her X Stine (Seal)
Test: D. G. Potter Received from Jacob M. Keedy, the mark the Sum of Seven thousand five hundred Dollars, being the consideration expressed to be paid in the foregoing indenture. Witness: D. G. Potter Nicholas his X Stine.
State of Maryland, Washington County, to wit: I hereby certify, mark that on this first day of April in the year one thousand, eight hundred and sixty four, before the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Nicholas Stine and Nancy Stine his wife, and did each acknowledge the foregoing to be their respective act.
D. G. Potter (Seal)

Cr Baltimore & Jacob Keedy Jany 30 1865

Paid

At the request of Jacob M. Keedy, the following Receipt was recorded April 8th 1864. Stamps 5 Cents.
Received April 7. 1864 of Jacob M. Keedy Twenty dollars in full of all demands for all my right, title, interest & claim of the privilege of Fishing upon the lands, water and water courses hereby reserved by me & especially upon

WASHINGTON COUNTY CIRCUIT COURT (Land Records) MSA_CE18-12 Date Available 03/13/2023. Printed 12/28/2023.

540

the lands now owned by the said Jacob H. Keedy and no other lands. Witness my hand and seal. Test: D. H. Wyand. John J. Keedy (Seal)

Entered Sept. 21st 1864 Recorded

Paid

At the request of John Himes, the following Deed was recorded April 8th 1864. Stamps $1.00

This Deed, made this Nineteenth day of March in the year one thousand eight hundred and sixty four, by James C. Stottlemyer and Mary Jane Stottlemyer his wife, of Washington County, in the State of Maryland, Witnesseth, that in consideration of Eight hundred Dollars, the said James C. Stottlemyer & Mary Jane Stottlemyer his wife, do grant unto John Himes of Frederick County, and State aforesaid, all the following, two tracts of land situate lying and being part in Washington County & part in Frederick County and State aforesaid; Beginning for the first part, called "Fox Range" at the corner of Haughts part of "Fox Range" and running thence South 66½ West 88 pes to a post & stone thence North 60° West 1 pe. to the beginning of "Mount Pleasant" it being a bounded white Oak blown down thence with said land three courses North 60° West 35 pes to a post & stones near a locust marked with old notches, S. 8° W. 30 pes to a post & stones, N. 71° West 6 pes to a post & stones, N. 12° W. 94 pes. to the fifth line of the resurvey called Israels Lot, thence North 45½ East 78½ pes thence by a straight line to the place of beginning, containing Thirty three acres of land. The other part called Mount Pleasant Beginning at a stone in the place where the original boundary white Oak tree stood, and running thence North 60° W. 35 pes S. 8° West 30 pes North 71° West 6 pes South 8° W. 80 pes, S. 81° East 21 pes thence by a straight line to the place of beginning, containing Twenty one acres of land be the same more or less; And the said Guilford conveyed to the said James C. Stottlemyer by Barbara Lanover, by her deed bearing date April the 1st 1859, and recorded in Liber J. N. No. 15 folio 365 and 366, one of land records of Washington County Witness our hands and seals. James C. Stottlemyer (Seal) Mary J. Stottlemyer (Seal)

Test: George Fulton George Harman

State of Maryland, Washington County, to wit: I hereby certify, that on this 19th day of March 1864, before the subscriber one of the Justices of the Peace of the State of Maryland in and for the said County, personally appeared the above named James C. Stottlemyer and Mary Jane Stottlemyer his wife and did each acknowledge the aforegoing deed to be their respective act.

George Fulton J. P.

Entered Paid

At the request of Malinda Stokes, the following Deed was recorded April 8th 1864.

This Deed, made and concluded the eighth day of April in the year eighteen hundred and sixty four, by and between Mary A. Hays of the first part and Malinda M. Stokes of the second part, all of Washington County State of Maryland, Witnesseth that in consideration of an exchange of heirships in Lot or part of Lot No. 8 situated in the Town of Leitersburg Washington County, State of Maryland in which place she Mary A. Hays now reside, and in consideration of the sum of Seventy five dollars the said Mary A. Hays, doth grant unto the said Malinda M. Stokes all her right, title and interest in Lot No. 13, situated in the Town of Leitersburg

WASHINGTON COUNTY CIRCUIT COURT (Land Records) IN 17, p. 0240, MSA_CE16_12. Date available 09/13/2006. Printed 12/26/2022.

541

Washington County, Maryland, consisting of an heirship and Dower in said property and appurtenances belonging thereto, To have and to hold forever. And the said Mary A. Hays covenants that she will warrant generally the property hereby conveyed. Witness my hand and seal. Mary A. Hays (Seal)
Test: Isaac G. Reed Lewis G. Mentzer State of Maryland, Washington County, to wit: I Hereby certify, that on this eighth day of April, in the year eighteen hundred and sixty four, before the subscriber a Justice of the Peace in and for said county State of Maryland, personally appeared Mary A. Hays and acknowledged the aforegoing deed to be her act. Lewis G. Mentzer J. P.

Recorded Paid At the request of Mary A. Hays, the following Deed was recorded April 8th 1864.

THIS Deed, made and concluded this eighth day of April in the year eighteen hundred and sixty four, by and between Malinda M. Stokes of the first part and Mary A. Hays of the second part, all of Washington County, State of Maryland, Witnesseth, that in consideration of an equal exchange of heirship in Lots No. 8 situated in the town of Leitersburg Washington County, State of Maryland, the said Malinda M. Stokes, doth grant unto Mary A. Hays all her right, title and claim in Lot No. 8 consisting of original heirship in said lot No. 13. Together with all the appurtenances belonging thereto, to have and to hold forever, the said property being conveyed to M. M. Stokes by deed by Elizabeth Norford. And the said Malinda M. Stokes covenants that she will warrant generally the property hereby conveyed. Witness my hand and seal. Test: Lewis G. Mentzer Malinda M. Stokes (Seal)
State of Maryland, Washington County, to wit: I hereby certify that on this eighth day of April in the year eighteen hundred and sixty four, before the subscriber, a Justice of the in and for said County personally appeared Malinda M. Stokes and acknowledged the foregoing deed to be her act.
Lewis G. Mentzer J. P.

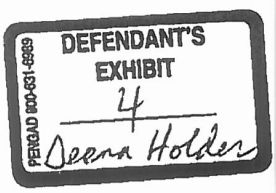
Ent'd and Recorded to Grantee Feby 2, 1865. Recorded Paid At the request of Elie Wade, the following Deed was recorded April 8th 1864. Stamps $2.00.

THIS Deed, made this first day of April one thousand eight hundred and sixty four by Raleigh Domer and Susan Domer his wife Witnesseth that in consideration of two thousand three hundred and thirty Dollars the said Raleigh Domer and Susan Domer his wife, doth grant unto Elie Wade in fee all that tract of land situate lying and being in Washington County and State of Maryland and contained within the following metes and bounds being half lot and portion of ground in the town of Sharpsburg, County of Washington aforesaid marked in the original plat of said town as No. 49 containing One hundred and eighty six feet in lenght and fifty one and one half feet in breadth, And the said Raleigh Domer and Susan Domer his wife covenants that they will warrant specially the property hereby conveyed except a Mortgage in favour of Joseph Poffenberger Executor of Jacob Coffman deceased for four hundred dollars which the said Elie Wade agrees to take upon himself to pay said four hundred dollars being deducted from the two thousand three hundred and thirty dollars the consideration in said deed, and the said Raleigh Domer and Susan Domer his wife covenants that they will execute such further assurances as may be requisite. Witness our hands & seals. Test: Noah Robinson Raleigh Domer (Seal) Susan her mark Domer (Seal)

WASHINGTON COUNTY CIRCUIT COURT (Land Records) IN 17, p. 0541, MSA_C518_19_Plats available 08/18/2020 5:09:51 PM. Printed 12/30/2022

From the March 22, 1872 Deed from Cost to Kreitzer, recorded at Liber 6, page 363:

"The said Aaron Cost and Malinda Cost do hereby grant unto the said David Kreitzer his heirs and assigns forever, the use of a wagon road to and from said land hereby conveyed commencing at a stone planted on the West margins of the said Washington County Rail Road at what said Cost calls his Rail Road crossing and running thence along the Western boundaries of said road South 30 ¾ degrees East 14 perches to a stone, South 36 degrees East 10 6/10 perches to the lands of Jacob Keedy thence along the division line between said Aaron Cost and Jacob Keedy until __ intersect the road leading from said Jacob Keedy's house to the County road leading from Keedysville to Martin Eakles' Mill....



THE MARYLAND CODE.

Public General Laws,

CODIFIED BY

JOHN PRENTISS POE.

ADOPTED BY THE GENERAL ASSEMBLY OF MARYLAND
MARCH 14, 1888.

Including also the Acts of the Session of 1888 incorporated therein, and prefaced with the Constitution of the State.

BY AUTHORITY OF THE STATE OF MARYLAND.

VOLUME I,

CONTAINING ARTICLE 1, RULES OF INTERPRETATION, TO ARTICLE 45, HUSBAND AND WIFE.

BALTIMORE:
KING BROS., PRINTERS AND PUBLISHERS.
1888.

DEFENDANT'S EXHIBIT 2
Uncle Eddie
PENGAD 800-631-6989

Entered according to the Act of Congress, in the year 1838,
By JOHN PRENTISS POE,
In the Office of the Librarian of Congress, at Washington.

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Bills of Lading, Storage and Elevator Receipts, - -	117–121
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PUBLIC GENERAL LAWS.

ARTICLE I.

RULES OF INTERPRETATION.

1. Adoption of code not to impair vested rights, nor discharge contracts, nor affect pending suits and prosecutions
2. Nor to preclude prosecution for offences previously committed.
3. Nor to impair rights under charter or grant from State
4. Administrator to include executor
5. Decedent to include testator and intestate.
6. Masculine to include all genders.
7. Singular to include plural.
8. Oath to mean also affirmation.
9. Boundaries of counties and city of Baltimore.
10. Public local law to prevail in case of conflict with public general law.
11. County to include city of Baltimore.
12. Person to include corporation.

P. G. L., (1860,) art. 1, sec. 1.

1. The adoption of this code shall not affect or impair any right, vested or acquired and existing at the time of its adoption, nor shall it impair, discharge or release any existing contract, obligation, duty or liability of any kind whatsoever. All pending suits, actions and prosecutions for crimes or misdemeanors, including all civil and criminal proceedings whatsoever, shall be prosecuted and proceeded with to final determination, and judgment entered therein as if this code had not been adopted.

State v Hall, 22 Md. 385. Langley's lessee v. Jones, 26 Md. 472. State v. Logan 33 Md 7.

Ibid. sec. 2.

2. If any crime, misdemeanor or other violation of law hath been committed, and no prosecution or other proceeding hath been commenced against the offender before the adoption of this code, then such offender may be proceeded against by indictment or otherwise, and punished in the same manner as if this code had not been adopted.

P. G. L., (1860,) art. 1, sec. 3.

3. No rights, property or privileges held under a charter or grant from this State shall be in any manner impaired or affected by the adoption of this code.

Mayor v. Groshon, 30 Md. 443.

Ibid. sec. 4.

4. Whenever the word administrator is used in this code it shall include "executor," and so vice versa, unless such an application of the term would be unreasonable.

Muncaster v. Muncaster, 23 Md. 286. Crow v. Hubard, 62 Md. 564.

Ibid. sec. 5.

5. The word decedent means either a testator or person dying intestate.

Ibid.

Ibid. sec 6

6. The masculine includes all genders, except where such construction would be absurd or unreasonable.

Ibid. sec. 7.

7. The singular always includes the plural, and vice versa, except where such construction would be unreasonable.

Ibid sec. 9

8. Wherever an oath is required by this code an affirmation shall be sufficient, if made by a person conscientiously scrupulous of taking an oath.

Loney v Bailey, 43 Md 16

Ibid. sec. 10.

9. The boundaries and limits of each of the counties of this State and of the city of Baltimore shall remain as now established.

Ibid. sec. 11.

10. Where the public general law and the public local law of any county, city, town or district are in conflict, the public local law shall prevail.

Everett v Avery, 19 Md. 87 Hammond v Haines, 25 Md. 558. State v. Co. Comm'rs, 29 Md 520. Albert v White, 33 Md 504. Co. Comm'rs v. Baker, 44 Md. 9. Alexander v. Mayor, &c , of Balto., 53 Md. 104.

P. G L, (1860,) art. 1, sec. 12.

11. The word county shall be construed to include the city of Baltimore, unless such construction would be unreasonable.

1888, ch. 36.

12. The word person shall include corporation, unless such a construction would be unreasonable.

ARTICLE II.

AGENTS AND FACTORS.

1. Who to be treated as true owner of consigned goods. Extent of consignee's rights.
2. Limitations upon consignee's rights.
3. When and how far holder of bill of lading or possessory document is to be deemed true owner.
4. Contracts between factor and third parties, and payments to factor when good against consignor.
5. Deposit or pledge by factor or holder of bill of lading or possessory document to third parties, for pre-existing debt without notice
6. Deposit or pledge by factor to third parties with notice.
7. Upon insolvency of factor, principal may collect unpaid purchase money. Set-off
8. When set-off allowed.
9. Upon insolvency of factor, principal may recover unsold and unpledged goods
10. Where third party entitled to set-off, principal may recover surplus of unpaid purchase money or surplus over advances made to factor
11. Owner redeeming goods pledged by insolvent factor to be held to have paid *pro tanto* any debt due by him to such factor.
12. Title and right of consignees of agricultural products
13 Mortgage and pledge of agricultural products by consignee to be void.
14. Agricultural products unsold in hands of insolvent factor, not to pass to his trustee in insolvency.
15. Lien of consignee for advances to owner of agricultural products.
16. This article not to affect legal and equitable rights of owner against factor.

P G. L, (1860,) art. 3, sec. 1. 1825, ch. 182, sec. 1. 1849, ch 293, sec. 1.

1. Any person intrusted for the purpose of consignment or sale with any goods, wares or merchandise, except agricultural productions, and who shall have shipped or consigned the same in his own name, and any person in whose name any goods,

ARTICLE XXI.

CONVEYANCING.

1. What estates may not pass without deed.
2. Acknowledgments within the county where the real estate is located.
3. Acknowledgments within the State.
4. Without the State.
5. Without the United States.
6. Certificate of acknowledgment.
7. Seal of court.
8. What acknowledgment must contain
9. General requisite of a good deed.
10 To be signed and sealed by grantor
11. No words of inheritance necessary
12. Meaning of "grant" and "bargain and sell."
13. How and when to be recorded.
14. Deed to take effect from date, as between parties.
15. Acknowledgment and record essential.
16. Priority of record, effect of
17. Record of trustee's deed in several counties, when necessary.
18. Recording deeds between death of clerk and qualification of his successor.
19. Effect of record after expiration of time fixed by law.
20. Effect of possession by grantee.
21. Saving as to creditors
22. Acknowledgment before a commissioner of deeds.
23. Livery of seisin and indenting not necessary.
24. Tenant of estate tail may grant in fee simple
25. Power of attorney to be acknowledged as a deed.
26 Revoked, when.
27. Execution by attorney; how made.
28. Bonds for conveyance.

Mortgages.

29. Executed, acknowledged and recorded as deeds.
30. Affidavit by mortgagee.
31. By whom to be made.
32 Assignment of mortgage
33. Effect of.
34 Release of mortgage
35. May be written in record book at foot of mortgage.
36 Or endorsed on original mortgage.
37. Original to be retained by clerk, when
38 Effect of release
39. Release or assignment by executor or assignee.

Bills of Sale.

40. When necessary.
41 General requisites of.
42. Acknowledgment within the State.
43. Without the State.
44 How and when recorded.
45 Chattel mortgages like bills of sale.
46. Implied covenant to pay mortgage debt.
47. When to take effect, priority of.
48. Assignment and release of
49 Affidavit of mortgagee.
50 Release by vendee of bills of sale intended to be mortgages.

Forms of Conveyances.

51. Deed.
52. Where wife unites.
53. Of life estate.
54. Deed of trust.
55. Sheriff's deed.

56. Trustee's deed
57. Deed of commissioners to make partition.
58. Executor's deed.
59. Mortgage of real estate.
60. Bill of sale
61. Chattel mortgage.
62. Lease.
63. Sufficiency of prescribed forms.
64. Similar forms to be sufficient.
65. Form of acknowledgment within the State.
66. By husband and wife.
67. Without the State.
68. Any form substantially equivalent sufficient.
69. Effect of the word "covenants."
70. General warranty.
71. Special warranty
72. Covenant of seisin.
73. Right to convey.
74. Quiet enjoyment.
75 Has done no act to encumber.
67. For further assurance.
77. Such covenants in deeds heretofore executed to be valid.
78. Deeds of real estate by executors.
79. Defectively acknowledged deeds cured.
80. Further provisions as to same.
81. Further provisions as to same.
82. Further provisions as to same.
83. "Die without issue," legal effect of.
84. When title to remain in vendor of railroad rolling stock until purchase money paid.
85. What leases to be redeemable; how.
86. Renewal of leases by decree.
87. Conclusive presumption of renewal, when to arise.

P. G L., (1860,) art. 24, sec. 1. 1766, ch. 14, sec. 2. 1856, ch. 154, secs. 81–89.

1. No estate of inheritance or freehold, or any declaration or limitation of use, or any estate above seven years, shall pass or take effect unless the deed conveying the same shall be executed, acknowledged and recorded as herein provided; and all such deeds shall be acknowledged before some one of the following officers.

Brown v. Lynch, 1 H & McH. 218. Calvert's Lessee v. Eden, 2 H. & McH. 279. Hoddy's Lessee v Harryman, 3 H. & McH. 581 Carroll's Lessee v. Norwood, 1 H. & J. 178. Hawkins' Lessee v. Burress, 1 H. & J. 513. Hall v. Gittings' Lessee, 2 H & J 380. Dorsey v. Gassaway, 2 H & J. 402. Peter v. Schley's Lessee, 3 H. & J. 211. Buchanan v. Deshon, 1 H & G. 282. Hays v. Richardson. 1 G. & J, 366. Houston v. Nowland, 7 G & J. 480. Anderson v. Critcher, 11 G. & J. 420. Mackall v. Farmers' Bank, 12 G, & J. 176. Chase's Case, 1 Bl. 230. Salmon v. Clagett, 3 Bl. 125. U. S. Ins. Co. v. Shriver, 3 Md. Ch. 381. Addison v Hack, 2 Gill, 221. Budd v. Brooke, 3 Gill, 198. George's C. C. & I. Co. v. Detmold, 1 Md. 240. Stewart v Redditt, 3 Md. 67. Carter v. Harlan, 6 Md. 30. M. & C C. of Balto. v. Williams, 6 Md. 235. Mayhew v. Hardesty, 8 Md. 479. Haney v. Marshall, 9 Md. 195. General Ins. Co. v. U. S. Ins. Co., 10 Md. 517. Howard v. Carpenter, 11 Md 275. Wilson v. Carson, 12 Md. 77. Cooke's Lessee v. Kell, 13 Md 469. Phelps v. Phelps, 17 Md. 121. Bratt v. Bratt, 21 Md. 578. Lester v. Hardesty, 29 Md. 50. Polk v. Reynolds, 31 Md 106. Sixth Ward Bldg. Ass'n v Wilson, 41 Md 506 Grove v. Todd, 41 Md. 633. Worthington v Lee, 61 Md 539 Balto & Han. R. R. Co. v. Algire, 63 Md. 320. Sitler v. McComas, 66 Md. 139.

P. G. L., (1860,) art. 24, sec. 2. 1856, ch. 154, sec. 83.

2. If acknowledged in the county or city, within which the real estate or any part of it lies, the acknowledgment may be made before:

1st. Some justice of the peace for said county or city.

2d. A judge of the orphans' court of said county or city.

3d. The judge of the circuit court for the county.

4th. The judge of the superior court, court of common pleas, Baltimore city court, or circuit court of Baltimore city.

Griffith's Lessee v. Ridgely, 2 H & McH. 418. Sims' Lessee v. Deakins, 2 H. & McH. 46. Lewis' Lessee v. Waters, 3 H. & McH. 430. Hoddy's Lessee v. Harryman, 3 H. & McH. 581. Ridgely v. Howard, 3 H. & McH 321. Gittings' Lessee v. Hall, 1 H & J. 14. Harper v. Hampton, 1 H. & J. 687. Hall v. Gittings' Lessee, 2 H. & J. 380. Lawrence's Lessee v. Heister, 3 H. & J 371. Teackle v. Nicoll's Lessee, 3 H. & J. 574. Wicks v. Caulk, 5 H. & J 36. Beall's Lessee v. Lynn, 6 H. & J. 355. Carroll v. Tyler, 2 H. & G. 54. Johns v. Reardon, 3 Md Ch 62. Budd v. Brooke, 3 Gill, 198. Gardner v. Lewis, 7 Gill, 394. Barry v. Hoffman, 6 Md. 78. Warner v. Hardy, 6 Md 525 Henderson v M. & C. C. of Balto, 8 Md. 352. Haney v. Marshall, 9 Md. 195. Hutchins v. Dixon, 11 Md. 29. Wilson v Carson, 12 Md 55. Phelps v. Phelps, 17 Md. 121. Fouke v Fleming, 13 Md 409. Central Bank v. Copeland, 18 Md. 505. Cecil Bank v. Barry, 20 Md 295. Grove v Todd, 41 Md. 633.

Ibid. sec. 3 1856, ch. 154, sec. 84.

3. If acknowledged within the State, but out of the county or city in which the real estate or any part of it lies, the acknowledgment may be made before:

1st. Any justice of the peace for the county or city where the grantor may be at the time of the acknowledgment; the official character of the justice being certified by the clerk of the circuit or superior court, under his official seal.

2d. Any judge of the circuit court for the circuit in which the grantor may be.

3d. The judge of the superior court, court of common pleas, Baltimore city court, or circuit court, if the grantor be in Baltimore city.

Grove v. Todd, 41 Md. 633. Dyson v. Simmons, 48 Md. 213. Sitler v. McComas, 66 Md. 137.

Ibid. sec. 4. 1856, ch. 154, sec. 85.

4. If acknowledged without this State, but within the United States, the acknowledgment may be made before:

1st. A notary public.

2d. A judge of any court of the United States.

3d. A judge of any court of any State or territory having a seal.

4th. A commissioner of this State to take acknowledgments of deeds.

P. G. L., (1860,) art. 24, sec. 5. 1856, ch. 154, sec. 86. 1862, ch. 68.

5. If acknowledged without the United States the acknowledgment may be made before:

1st. Any minister, consul general, consul, deputy consul, vice consul, consular agent, or consular officer of the United States.

2d. Any notary public.

3d. A commissioner of this State to take acknowledgments of deeds.

Ibid. sec. 6. 1856, ch. 154, sec. 87.

6. Every officer, before whom any acknowledgment shall be made, shall give a certificate thereof and endorse on or annex to the deed such certificate, and the certificate shall be recorded with the deed.

Lewis' Lessee v. Waters, 3 H. & McH. 432. Beall v. Lynn, 6 H. & J. 355. Sitler v. McComas, 66 Md. 139.

Ibid. sec. 7. 1856, ch. 154, sec. 88.

7. To every certificate of acknowledgment, taken without this State, before the judge of any court having a seal, the seal of such court shall be affixed.

Ibid. sec. 8. 1856, ch. 154, sec. 89.

8. The certificate of acknowledgment shall contain:

1st. The name of the person making the acknowledgment.

2d. The official style of the officer taking the acknowledgment.

3d. The time when it was taken.

4th. A statement that the grantor acknowledged the deed to be his act, or made an acknowledgment to the like effect.

Kelly v. Rosenstock, 45 Md. 389. Frostburg Mut. Bldg. Ass'n v. Brace, 51 Md. 510.